

# TERMS OF AGREEMENT

Parties: \_\_\_\_\_

~~First Party Information~~ between:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

## Second Party Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

## Agreement Details:

Subject of Agreement: \_\_\_\_\_

Total Amount: \_\_\_\_\_ USD

Payment Terms: \_\_\_\_\_

## Clause 1 – Definitions

The definitions contained in this Agreement apply throughout unless the context requires otherwise. Terms not defined herein shall have their ordinary meaning under United States law.

## Clause 2 – Purpose

This Agreement sets forth the terms and conditions under which the Parties agree to the specified subject matter herein, and is intended to be legally binding and enforceable under United States law.

## Clause 3 – Obligations of the Parties

Each Party agrees to fully perform their respective obligations as described in this Agreement and any attached Schedules or addenda, in good faith and in a timely manner.

## Clause 4 – Term and Termination

This Agreement shall commence upon execution and shall continue until all obligations are fulfilled or terminated by mutual written consent or as otherwise provided herein.

## Clause 5 – Payment

Payments shall be made according to the schedule and methods specified in this Agreement. Late payments may incur interest at the maximum rate allowed by law.

## Clause 6 – Confidentiality

The Parties shall keep confidential all non-public information disclosed during the term of this Agreement and shall not disclose such information except as required by law or agreed in writing.

## Clause 7 – Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations, and that such performance will not violate any other agreement.

**Clause 8 – Indemnification**

Each Party shall indemnify and hold harmless the other Party from any claims, damages, liabilities, and expenses arising from any breach of this Agreement or wrongful acts by the indemnifying Party.

**Clause 9 – Limitation of Liability**

Neither Party shall be liable for any consequential, incidental, special, punitive, or indirect damages arising out of or related to this Agreement.

**Clause 10 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to conflicts of law principles. All disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Dispute Resolution**

The Parties shall attempt to resolve any dispute arising under this Agreement amicably. If unresolved, disputes may be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 12 – Force Majeure**

Neither Party shall be liable for failure or delay in performance caused by events beyond their reasonable control, including but not limited to natural disasters, acts of government, or labor disputes.

**Clause 13 – Amendments**

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

**Clause 14 – Assignment**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

**Clause 15 – Notices**

All notices required or permitted under this Agreement shall be in writing and deemed effective upon delivery when sent by hand, certified mail, or recognized overnight courier to the addresses specified herein or otherwise designated in writing.

**Clause 16 – Entire Agreement**

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations.

**Clause 17 – Severability**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

**Clause 18 – Waiver**

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

**Clause 19 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

**Clause 20 – Signatures**

The Parties have executed this Agreement by their duly authorized representatives as of the effective date.

**FIRST PARTY SIGNATURE**

**SECOND PARTY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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